

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://www.mt.gov/doa/gsd>

Term Contract SPB #09-1081D Title: BULK PROPANE

This is an exclusive contract for the locations listed.

| | | | | |
|-------------------|-----------------------------------|------------------|--------------------|-----------|
| CONTRACT TERM | FROM | November 1, 2008 | CONTRACT STATUS | NEW (XX) |
| | TO | October 31, 2011 | | RENEW () |
| VENDOR ADDRESS | VARIOUS VENDORS (SEE ATTACHED) | | ORDER ADDRESS | |
| ATTN: | | | ATTN: | |
| PHONE: | | | PHONE: | |

PRICES: PER ATTACHED
DELIVERY: AS NEEDED
F.O.B.: DESTINATION
TERMS: NET 30 DAYS

REMARKS: For more information regarding this term contract, please contact:
Jill Lotter, Contracts Officer
State Procurement Bureau
406-444-3315
jlotter@mt.gov
(or at the address noted above)

IFB/RFP No:
IFB#09-1081G

Jill M. Lotter, Contracts Officer

DATE: October 31, 2008

AUTHORIZED SIGNATURE

SPB09-1081D – BULK PROPANE

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

**STATEWIDE TERM CONTRACT
BULK PROPANE
SBP#09-1081D**

1. PARTIES

THIS CONTRACT is entered into by the State of Montana, (hereinafter referred to as “the State”) whose address and phone number are P.O Box 200135, Helena, MT 59620-0135, 406-444-2575 and the parties identified Attachment A – Vendor Directory (hereinafter referred to as “Contractors”).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on November 1, 2008 and terminate October 31, 2011, unless terminated earlier in accordance with the terms of this contract. (Section 12)

2.2 Contract Renewal. This contract may, upon mutual agreement between parties be renewed in 1-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 7 years

2.3 Exclusive Contract. The intent of this contract is to provide state agencies with an expedited means of procuring propane delivery. This contract is considered to be an “Exclusive” use contract and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency’s responsibility to comply with the terms of the contract.

3. MONTHLY PRICE ADJUSTMENTS

3.1 Price Changes. Vendors awards by location are included as Attachment B of this contract. The price per gallon of each location is the amount the bidding vendor agreed to charge based upon the average rack price (\$0.985/gallon) of Conoco and Exxon refineries, Billings, MT, on October 17, 2008. Through the contract term, The State Procurement Bureau will obtain an average rack price the first of each month; compare it to the contract base price of \$0.985; and issue a pricing addendum effective the 6th day of each month. Per the monthly addendum, contractors will be instructed whether to increase or decrease the **original bid price** per location to calculate a new price per gallon contract holders may charge State agencies. The monthly changes will be based upon market changes as monitored by the State Procurement Bureau.

In the event this pricing structure becomes unworkable, detrimental to the State, or does not accurately depict market conditions, the State reserves the right to modify the pricing structure to reflect market conditions; adjust the monthly effective date; or cancel the contract by giving 45 days written notice to contract holders. The State may not be held liable for any costs of lost profits resulting from contract cancellations.

The vendor bid process and base rack pricing described above is based upon the State’s Invitation for Bid #SBP09-1081D and published addenda.

3.2 Monthly Addendum. Contractors should check the “term contract” website for the monthly contract addendum or following a rapid change in wholesale pricing. The State reserves the right to modify pricing per Section 4.2.3.4 of IFB #09-1081D. Contractors unable to locate either the term contract or monthly addenda should contact the State Liaison identified in Section 13.

4. SERVICES AND/OR SUPPLIES

4.1 Propane Service. Contractor agrees to provide to the awarded locations propane deliveries within a reasonable time frame as designated by the individual ordering agency.

4.2 Tanks. Propane tanks at each location are designated as "State" owned or "Vendor" owned (tanks supplied by the contract holder). Previous contract holders will be removing their tanks for replacement by the new contract holders, as required. **THE COST OF TANK CHANGEOVERS RESULTING FROM BID AWARDS ARE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR. TANK RENTAL FEES, IF ANY, ARE TO BE INCLUDED IN THE BID PRICE PER GALLON.**

4.3 Term Contract Reporting - Annual Requirements. By July 31st of each year, contractors shall report annual propane purchases by location. Each report shall contain the product description, total quantity sold, total dollars expended, and the purchasing agency. Annual reports must reflect purchases for the previous 12 month period beginning on July 1st and ending on June 30th.

The first report for ***this term contract*** will be due July 31, 2009 for agency purchases dated November 1, 2008 through June 30, 2009 AND REFERENCE STATE TERM CONTRACT SPB#09-1081D.

PLEASE NOTE: CONTRACTORS SUPPLYING PROPANE TO LOCATIONS UNDER THE PREVIOUS CONTRACT AND/OR THIS CONTRACT MUST SUBMIT REPORTS AS FOLLOWS:

1. **Purchasing Report #1:** Contractors supplying propane to locations under the previous Term Contract (SPB#02-29G) must submit a purchase report for ***July 1, 2007 through October 31, 2008.***
2. **Purchasing Report #2:** Contractors supplying propane to locations under this Term Contract (SPB#09-1081D) must submit a purchase report for ***November 1, 2008 through June 30, 2009.***
3. **Contractors Continuing Service to the Same Location under the Previous Contract:** Contractors continuing to supply propane to the same location per this contract and the previous contract ***must submit 2 Reports by July 31, 2009. As defined above, the two reports shall be for the service periods defined as "Purchasing Report #1" and "Purchasing Report #2". Contractors shall clearly label each report with 1) The Service Period; and 2) The Contract Number.***

The State Procurement Bureau may check reported volumes and dollar totals against state records for verification. A Contractor failing to provide timely or accurate reports provides the State justification for contract cancellation and/or consideration for future State contract awards.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the propane services to be provided, the State shall pay according to the following schedule: **Net 30 Days.**

5.2 Contractor Invoicing. Contractors must provide itemized invoices to agencies on all deliveries referencing Term Contract Number **SPB09-1081D**, delivery location, date of delivery, and quantity of product delivered. In all cases, billing and invoicing of propane purchases shall be directed to the department or agency with authority over the specific delivery location. A copy of the delivery ticket will be left at the delivery location. Contract holders will secure the proper billing and invoicing address for each awarded location.

5.3 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor does not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

6.2 Retention Period. The Contractor agrees to create and retain records supporting propane purchases for a period of three years after completion date of this contract; conclusion of any claim/litigation; or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products; completed operations; and any premises owned, leased, occupied, or used.

9.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of contractor's insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing contract.

12. CONTRACT TERMINATION

12.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

12.2 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least 45 days prior to the effective date of termination.

12.3 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See section 18-4-313(4), MCA.)

13. LIAISON AND SERVICE OF NOTICES

All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison. Contractor liaisons are listed in the Vendor Directory attached to this contract as Attachment A and provide the single point of contact for management and coordination of Contractor's work. All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison identified below.

Jill Lotter, Contracts Officer will be the liaison for the State.

State Procurement Bureau
Room 165, Mitchell Building
125 N. Roberts
P.O. Box 200135
Helena, MT 59620-0135
Telephone: 406-444-3315
Fax: 406-444-2529
E-mail: jlotter@mt.gov

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

14. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract.

15. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, the rate shall be mutually agreed upon. If the State terminates this contract for cause, the State will be entitled to offset the cost of paying the Contractor

for additional resources the Contractor used in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

16. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

17. SCOPE, AMENDMENT, AND INTERPRETATION

17.1 Contract. This contract consists of 14 numbered pages, Standard Terms and Conditions, Attachments A and B, and includes IFB # SBP09-1081D as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

17.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

ATTACHMENT A – VENDOR DIRECTORY
STATE TERM CONTRACT – BULK PROPANE
SBP#09-1061D

ALDERMAN OIL

Alderman Oil Company
Gary Alderman
PO Box 120
Broadus, MT 59317
Phone: (406) 436-2980
Fax: (406) 436-2456
Fed ID: 81-0446493

AMERIGAS

Amerigas Propane L.P.
Marcie Jackson
460 N. Gulph Rd
King of Prussia, PA 19406
Phone: (610) 768-7645
Fax: (610) 768-7694
Email: Marcie.jackson@amerigas.com
Fed ID: 23-2787917

BREEN OIL

Breen Oil Company
Jerry Breen
PO Box 10
Choteau, MT 59422
Phone: (406) 466-2575
Fax: (406) 466-5874
Email: marychristiaens@yahoo.com
Fed ID: 81-0429780

COUNTRY OPERATIONS, dba

Cenex-Miles City
Cenex – Harvest States
CHS, Inc
David Corbin
PO Box 1440
Miles City, MT 59301
Phone: (406) 232-1350
Fax: (406) 232-3800
Email: Dave.Corbin@chsinc.com
Fed ID: 41-0251095

CROSS PETROLEUM

Cross Petroleum Service
James F. Steffen
PO Box 1388
Glendive, MT 59330
Phone: (406) 365-8325
Fax: (406) 365-6315
Fed ID: 81-0347944

ENERGY PARTNERS-MSLA

Energy Partners, LLC
Jerry Thorstad
2500 W. Broadway
Missoula, MT 59808-2099
Phone: (406) 541-6800
Fax: (406) 541-6804
Email: jthorstad@EnergyPartnersPropane.com
Fed ID: 81-0535898

EZZIE'S

Ezzie's Wholesale, Inc.
Lary Poulton
PO Box 1770
Malta, MT 59538
Phone: (406) 654-2331
Fax: (406) 654-2887
Email: Lary@ezzies.com
Fed ID: 81-0380421

FERRELL GAS

Ferrell Gas
Todd Glore
6207 E. Broadway Ave.
Spokane Valley, WA 99212
Phone: (509) 533-1500
Fax: (509) 533-1550
Email: toddglore@farrellgas.com
Fed ID: 43-1698481

HERITAGE PROPANE

Heritage Propane
dba Northern Energy
dba V-1 Propane
Wayne Canary
1305 Highway 282
Clancy, MT 59634
Phone: (406) 449-0296
Fax: (406) 495-0343
Email: wcanary@heritagepropane.com
Fed ID: 73-1495293

LEWISTOWN PROPANE

Lewistown Propane LP Gas & Fertilizer
Gene Meier
PO Box 88
Lewistown, MT 59457
Phone: (406) 538-8791
Fax: (406) 538-5171
Email: gene@lewistownpropane.com
Fed ID: 81-0240394

MILLER OIL

Miller Oil Company

Vicki Miller

PO Box 408

Culbertson, MT 59218

Phone: (406) 787-6271

Fax: (406) 787-6357

Email: milleroil@hotmail.com

Fed ID: 81-0395004

WOODHALL DISTRIBUTING

Woodhall Distributing

Wyatt Woodhall

PO Box 9

Stanford, MT 59479

Phone: (406) 566-2671

Fax: (406) 566-2203

Email: whwood@MTintouch.net

Fed ID: 91-1878045

ATTACHMENT B

STATE TERM CONTRACT SPB #09-1081D BULK PROPANE

BID LOCATIONS AND SPECIFICATIONS

November 1, 2008

(Awards by Location can be accessed by selecting the document Label: Attachment B – Bid Awards)